

**Durham City-County Interlocal Agreement
For Continuation of the Gang Reduction Strategy**

This is an Interlocal Cooperation Agreement between the CITY OF DURHAM, a North Carolina municipal corporation (hereinafter "City"), and the COUNTY OF DURHAM, a political subdivision of the State of North Carolina (hereinafter "County"). This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes. The Date of the Interlocal Cooperation Agreement is July 1, 2012 (hereinafter "Agreement").

Background:

Durham's Gang Reduction Strategy (GRS) developed as a response to recommendations from the Comprehensive Gang Assessment that was commissioned by the City and County and completed in November 2007. The Gang Assessment highlighted the need for a coordinated approach that includes prevention, intervention and suppression strategies to reduce criminal activity committed by gang members in Durham County.

The GRS Steering Committee is comprised of Durham's leadership. The Steering Committee conducts strategic planning and oversight of the implementation of the GRS core strategies as they relate to the Gang Assessment's recommendations.

In order to achieve the goals set forth in the Gang Assessment and carry out the recommendation of the GRS Steering Committee, the City and County desire to jointly fund a Gang Reduction Strategy Manager position tasked with coordinating the implementation of the Gang Assessment recommendations and other goals and strategies as directed by the GRS Steering Committee.

In addition to the GRS Manager, the City and County also desire to combine expertise and resources to collaborate on the County's Project BUILD (Building Uplifting Improving Lives Daily) program, with a goal of improving efficiency and effectiveness and to increase the number of at-risk youths served.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

SECTION 1. GANG REDUCTION STRATEGY MANAGER POSITION. One full-time individual will be hired by the County using appropriate County pay classifications, to fill the Gang Reduction Strategy Manager position (hereinafter "GRS Manager"), whose duties are further described in Exhibit A attached hereto and incorporated herein. The position will provide a key new role in working with the County's CJRC, City and County law enforcement as well as with community members and organizations to implement the core strategies and recommendations of Durham's Gang Reduction Strategy county-wide. Work performed by the GRS Manager shall be under the general supervision of the Director of the Criminal Justice Resource Center.

The City Manager and the County Manager, or their respective designees, will participate in the hiring process, but the final decision on hiring will be the County Manager's. The GRS Manager will be a County employee and will be located within a County Department designated by the County Manager. The County shall perform reviews of the GRS Manager in accordance with the County's usual procedures. The City shall have the opportunity to provide input into those reviews.

Notwithstanding the foregoing, nothing in this Agreement is intended to limit the County Manager's authority over the GRS Manager. The GRS Manager shall be located in the County as provided above and shall have the responsibilities as provided in this Agreement. The GRS Manager will be defended and indemnified on the same basis as all County employees, and as between the City and the County, the County will assume liability for the employee.

SECTION 2. PROJECT BUILD COLLABORATION. Project BUILD is a critical component of Durham's Gang Reduction Strategy and its implementation was an important recommendation in the 2007 Gang Assessment. This program serves as a catalyst for positive growth, development and change in the Durham Community. The program is dedicated to enhancing the lives of youth, between the ages of 14-21, with primary focus on gang and potential gang members. This is accomplished through linking the youth with educational and employment resources, mentors, pro-social role modeling and encouragement in an effort to decrease negative activity and to increase productivity. The Durham Police Department operates the Project Safe Neighborhood Community Outreach Program, also designed to provide identified, at-risk youth with resource services to redirect them to a productive life style. These at-risk youth are identified and referred by various agencies such as the Durham County Juvenile Court, Truancy Court, School Counselors, and Gang Resistance Education and Training (G.R.E.A.T.) officers.

With a goal of improving efficiency and effectiveness and to increase the number of at-risk youths served, the City agrees to assign one full-time employee (the "City FTE") from the Project Safe Neighborhood Community Outreach Program to the Project BUILD program. The City FTE shall remain a permanent position with the City of Durham but the full time activities of this position shall be assigned to the Project BUILD program from July 1, 2012 until July 30, 2013. During this period, the City FTE shall fulfill the duties and responsibilities as assigned by the Project BUILD director, Dr. Kendrick Lowery. Also during the assignment period, the City FTE's performance evaluation shall be conducted and 2012 performance standards shall be developed jointly by the City in consultation with the County. The parties agree that the duties of the City FTE shall not be expanded to include work outside of the Project BUILD program. The City shall have sole responsibility for any claims, damages or liability arising out of the City FTE's work, performance or activities under this Agreement.

The City's duties and responsibilities, in addition to providing all funds necessary to pay for salary and benefits of the City FTE, City agrees to:

- i. Have sole legal and financial responsibility for all retirement plan benefits for the City FTE. City agrees to indemnify and hold County harmless from any liability or expense with regard to such retirement benefits of plan.
- ii. Provide a vehicle for use by the City FTE to accomplish the assigned duties for Project BUILD. City will continue to provide fuel and the maintenance of the vehicle. The City FTE shall be subject to all City policies related to use and maintenance of said vehicle.

In addition to the FTE, the City has agreed to assist in the funding for the continued operation of Project BUILD pursuant to the terms set forth in section 3, below.

SECTION 3. FINANCIAL CONTRIBUTIONS

- A. GRS Manager Funding. The GRS Manager position and associated operating cost shall be jointly funded by the City and County of Durham. The City of Durham shall pay to the County an amount not to exceed **\$49,527.50** towards personnel, training and operating expense of the GRS Manager. The County will be responsible for funding all additional costs associated with the GRS Manager. Future appropriations, if any, shall be approved by City Council and County Commissioners.
- B. Project BUILD/City FTE Funding. In addition to providing all funds necessary to pay for salary and benefits of the City FTE, the City shall pay to the County **\$20,000** towards the annual cost of the Project BUILD program.

The County will be responsible for funding and supporting all additional costs associated with the Project BUILD program, including but not limited to a Coordinator and 2 Outreach Workers (3.0 FTE), Salaries and Benefits, approximately \$8,000 in operating expenditures (supplies, travel, phones, etc.) Office space, administrative support and oversight through Cooperative Extension. Future appropriations, if any, shall be approved by City Council and County Commissioners.

- C. Method of Payment. The City shall pay the County on a monthly basis, in advance, an amount equal to one-twelfth (1/12) of the City's contribution set forth in 3A (1/12 equals \$4,127.29) and 3B (1/12 equals \$1,666.66) above. Payments of shall be made by wire transfer no later than 12:00 noon on the first business day of each month, beginning July 1, 2012. In the event the GRS Manager is terminated prior to the end of the term of this agreement, the County shall notify the City and payments under 3A shall cease until the GRS Manager position is filled.
- D. Subsequent Budgets and Funding. Following the initial term of this agreement (through June 30, 2013), the City and County shall agree upon subsequent funding for any extended terms, which budget shall be approved by City Council and County Commissioners as a part of the regular annual budget process and funded pursuant to the terms of this Agreement.

SECTION 4. TERM AND TERMINATION. This Agreement shall be effective as of the date first written above and shall terminate on June 30, 2013, unless otherwise extended (the "Term"). This agreement may be extended for additional consecutive one year periods with the annual approval of both the City Manager and County Manager, subject to mutually agreed upon budget appropriations.

Unless otherwise mutually agreed to, this Agreement may be terminated by either party as of the end of any fiscal year, upon six (6) months notice given in writing prior to the intended date of termination.

Effect of Termination. Upon termination of this Agreement for any reason, (i) all outstanding invoices received for expenses incurred or obligated by the City or the County on or before the date of termination shall be paid, and (ii) the City's and the County's obligations hereunder shall be immediately terminated.

SECTION 5. APPOINTMENT OF PERSONNEL. Except to the extent provided otherwise in this Agreement, it is agreed that the City Manager shall designate persons to carry out the City's obligations under this Agreement, and the County Manager shall designate persons to carry out the County's obligations under this Agreement.

SECTION 6. AMENDMENTS. This Agreement may be amended at any time upon mutual written agreement of the City and County. The City Council and Board of County Commissioners shall be the final authority in approving all amendments.

SECTION 7. GOVERNING LAW. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

SECTION 8. ENTIRE AGREEMENT. This Agreement together with the agreements referenced in this Agreement, shall constitute the entire understanding between the City and the County and shall supersede all prior understandings and agreements relating to the subject matter hereof.

SECTION 9. CONTRACT NOT DIVISIBLE. This Agreement is not divisible. The obligations exchanged by the City and County under each part of this Agreement constitute consideration for each and every part of this Agreement.

SECTION 10. HEADINGS. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

ATTEST:

COUNTY OF DURHAM

V. Michelle Parker-Evans, Clerk to the Board

Michael M. Ruffin, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County of Durham Finance Director

ATTEST:

CITY OF DURHAM

Ann D. Gray, City Clerk

Thomas J. Bonfield, City Manager

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

City of Durham Finance Officer